# OP \$165,00 26501

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation	FORMERLY Antares Leverage Capital Co.	11/18/2011	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Twitchell Corporation
Street Address:	4031 Ross Clark Circle NW
City:	Dothan
State/Country:	ALABAMA
Postal Code:	36303
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2650138	DIVERSATEX
Registration Number:	3032560	EARTHTEX
Registration Number:	1372486	KANEKRAFT
Registration Number:	2529310	LEISURETEX
Registration Number:	1329669	TEXTILENE
Registration Number:	1373879	TEXTILENE SUNSURE

### **CORRESPONDENCE DATA**

 Fax Number:
 (240)359-4879

 Phone:
 9122920184

Email: nengle@jm-iplaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Nichole M. Weber

Address Line 1: 317A East Liberty Street

Address Line 4: Savannah, GEORGIA 31401

REEL: 004664 FRAME: 0759

**TRADEMARK** 

ATTORNEY DOCKET NUMBER:	FDH-1005 SECURITY RELEASE
NAME OF SUBMITTER:	Nichole M. Weber
Signature:	/Nichole M. Weber/
Date:	11/22/2011
Total Attachments: 4 source=Executed Release of Trademarks (01330541)#page1.tif source=Executed Release of Trademarks (01330541)#page2.tif source=Executed Release of Trademarks (01330541)#page3.tif source=Executed Release of Trademarks (01330541)#page4.tif	

TRADEMARK REEL: 004664 FRAME: 0760

EXECUTION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made by Antares Capital

Corporation, a Delaware corporation, having a place of business at Suite 6400, 311 South

Wacker Drive, Chicago, IL 60606 (hereinafter "Antares"),

WHEREAS, Twitchell Corporation, a Delaware corporation, having a place of

business at 4031 Ross Clark Circle NW, Dothan, AL 36303 (hereinafter "Grantor") owns

certain trademarks and trademark registrations referred to in Schedule 1;

WHEREAS, from time to time Antares and Grantor have entered into various

Trademark Security Agreements wherein Grantor granted to Antares security interests in,

among other things, certain trademarks, trade names, trademark registrations, service

marks, trade styles, terms, designs, trademark applications, and trademark licenses

(collectively, "Trademarks"), including, without limitation, the Trademarks referred to in

Schedule 1 as security for certain obligations of Grantor to Antares (the "Obligations"); and

WHEREAS, in connection with and as a condition to entering into that certain Asset

Purchase Agreement (the "Purchase Agreement"), dated as of November 22, 2011, between

Grantor, as seller, and Twitchell Technical Products, LLC, a Delaware limited liability

company (the "Purchaser"), Grantor has requested that Antares release such security

interests in the Trademarks and Antares has agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the parties agree as follows:

1. Antares hereby releases, without representation, recourse or warranty of

any kind whatsoever, any and all interests and/or security interests in (i) the Trademarks,

{01319335; 4; 1031-45 }

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TRADEMARK REEL: 004664 FRAME: 0761 including those security interests recorded with the United States Patent and Trademark

Office on February 5, 2004 and recorded at Reel 002788, Frames 0161-0166 and recorded

on June 25, 1998 at Reel 1749, Frames 0733-0740, (ii) the goodwill of the business

connected with the use of, and symbolized by the Trademarks, and (iii) all products and

proceeds of the foregoing, including, without limitation, any claim by Grantor against third

parties for past present or future (a) infringement or dilution of any Trademarks, including,

without limitation, the Trademarks referred to in Schedule 1 or (b) injury to the goodwill

associated with any Trademark; provided that each of the foregoing shall be released only

to the extent sold, assigned, or otherwise transferred to the Purchaser, pursuant to the

Purchase Agreement.

2. Antares further agrees, at the sole cost and expense of Grantor, to do all

things reasonably requested by Grantor to effect the release and termination of any

security interests held by Antares in the Trademarks; provided that nothing contained

herein shall create or be construed to create any rights in or privity with any parties other

than Grantor.

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{01319335; 4; 1031-45 }

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IN WITNESS WHEREOF, Antares has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized signatory as of the date last written below.

ANTARES CAPITAL CORPORATION

ву://	Urchart	
Name:	Heldi Rinehart	
Title:	Duly Authorized Sign	i de an
Date:	[18] [:]	

TRADEMARK REEL: 004664 FRAME: 0763

# SCHEDULE 1 To Release of Security Interests in Trademarks

Mark/Registered Mark	U.S. Registration No.	Registration Date
DIVERSATEX	2,650,138	November 12, 2002
EARTHTEX	3,032,560	December 20, 2005
KANEFRAFT	1,372,486	November 26, 1985
LEISURETEX	2,529,310	January 15, 2002
TEXTILENE	1,329,669	April 9, 1985
TEXTILENE SUNSURE	1,373,879	December 3, 1985
TYCO-TUFF	2,225,835	January 21, 1998
TEXILENE DESIGN	404,925	December 28, 1943
CASUAL COMPANIONS	Not Registered	
SPUNSURE	Not Registered	
DURA-SOFT ACRYLICS	Not Registered	

{01319335; 4; 1031-45 }

**RECORDED: 11/22/2011** 

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